

IN THE FRANKLIN COUNTY MUNICIPAL COURT
ENVIRONMENTAL DIVISION
COLUMBUS, OHIO

FILED

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FRANKLIN COUNTY
MUNICIPAL COURT
LOCAL TRACK

STATE EX REL COLUMBUS CITY
ATTORNEY ZACH M. KLEIN
Columbus City Attorney, Zone Initiative
375 South High Street, 17th Floor
Columbus, Ohio 43215,

Case No.

2023 EVH 060061

JUDGE STEPHANIE MINGO

Relator-Plaintiff,

v.

1680 PROPERTIES, LTD.
Attn: Golden & Meizlish Co., LPA
Keith Golden, s/a
923 East Broad Street
Columbus, Ohio 43205

Also at
7928 Marble Park Avenue
Reynoldsburg, Ohio 43068

Also at
1680 Karl Court
Columbus, Ohio 43229

Also at
c/o Ohio Secretary of State
Attn: Para. Div. Service of Process
22 North Fourth Street, 16th Floor
Columbus, Ohio 43215

AND

VM3015 INC.
Attn: Stan Robert Goodburn, s/a
1680 Karl Court
Columbus, Ohio 43229

AND

YELENA NERSESIAN
7928 Marble Park Avenue
Reynoldsburg, Ohio 43068

AND

RAISA GUNKINA
6364 Little Deer Lane
Columbus, Ohio 43213

AND

ARMENAK STEPANIAN
7928 Marble Park Avenue
Reynoldsburg, Ohio 43068

AND

GREGORY V. FLAIG
315 Heil Drive
Gahanna, Ohio 43230

Also at
1680 Karl Court
Columbus, Ohio 43229

AND

EMERALD BANK
6215 Perimeter Drive
Dublin, Ohio 43017

AND

**THE MIDDLEFIELD BANKING
COMPANY**
Attn: James R. Heslop II
15985 East High Street
Middlefield, Ohio 44062

AND

AMERICAN TOWER ASSET SUB, LLC:
Attn: CT Corporation System, s/a
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

AND

CHERYL BROOKS SULLIVAN
FRANKLIN COUNTY TREASURER
373 S. High Street, 17th Floor
Columbus, Ohio 43215

AND	:	
	:	
REAL PROPERTY LOCATED AT	:	
1680 KARL COURT	:	
1680 Karl Court	:	Parcel No. 010-025378-00
Columbus, Ohio 43229	:	
	:	
Respondents-Defendants.	:	

**VERIFIED COMPLAINT FOR PRELIMINARY AND
PERMANENT INJUNCTIVE RELIEF**

1. This complaint concerns enforcement of Ohio Revised Code (hereinafter "R.C.") Chapter 3767 et seq., Title 43 of the O.R.C., and Title 47 of the Columbus City Code ("C.C.C."), so as to be within the exclusive jurisdiction of the Environmental Division of the Franklin County Municipal Court pursuant to O.R.C. §1901.181.

PARTIES

2. Relator-Plaintiff Zach Klein is the duly-elected, sworn, and acting City Attorney for the City of Columbus, Ohio and is a party charged by R.C. §§ 713.13, 715.30, 3767.03, 3767.41; C.C.C. §§101.08, 4701.08; and at common law with the prevention, prosecution, and abatement of any public nuisance within the City of Columbus, Franklin County, Ohio.

3. The real property that is the subject matter of this complaint is located at 1680 Karl Court, Columbus, Ohio 43229, known as Franklin County Permanent Parcel No. 010-025378 (hereinafter "the Premises"), situated in the City of Columbus, Franklin County, Ohio. (*See Plaintiff's Exhibit A.*) This action is also *in rem* with respect to the Premises.

4. 1680 Properties, Ltd., is the real property owner of the Premises, and is an owner of the Premises as defined by C.C.C. 4703.01(E), by virtue of a General Warranty Deed, Instrument No. 200701100005794, filed with the Franklin County Recorder. (*See Plaintiff's Exhibit B.*) The known individual members of 1680 Properties, Ltd.—Respondents-Defendants Yelena Nersesian, Raisa Gunkina, and Armenak Stepanian (*See Plaintiff's Exhibit C.*)—are also the

owner of the entity which owns the liquor permit issued for use at the Premises in the business known as "The Doll House." 1680 Properties, Ltd., is thus also an owner by virtue of its charge, care, and control of the Premises

5. VM3015 Inc. is an Ohio business which holds a Ohio Department of Commerce, Division of Liquor Control D1, D2, D3, D3A, and D6 permits (Permit No. 9294865) for the sale of liquor at the Premises, doing business there as "Doll House & Patio." The record owners of said permit are Respondents-Defendants Yelena Nersesian, Raisa Gunkina, and Armenak Stepanian (*See Plaintiff's Exhibit D.*) VM3015 Inc. was also the prior real property owner of the Premises until 2007. (*See Plaintiff's Exhibit C.*) By virtue of the above, VM3015 Inc. is thus an owner of the Premises as defined by C.C.C. 4703.01(E) and by virtue of its charge, care, and control of the Premises.

6. Yelena Nersesian is a member of the real property owner, 1680 Properties, Ltd., President of VM3015 Inc., which holds the liquor permit in use at the Premises (*See Plaintiff's Exhibits C and D.*), and has been identified as an owner of the Premises by Doll House operator and Respondent-Defendant Gregory V. Flaig. Thus, they are an owner of the Premises as defined by C.C.C. 4703.01(E) and by virtue of their charge, care, and control of the Premises.

7. Raisa Gunkina is a member of the real property owner, 1680 Properties, Ltd., and C.E.O. of VM3015 Inc., which holds the liquor permit in use at the Premises. (*See Plaintiff's Exhibits C and D.*) Thus, they are an owner of the Premises as defined by C.C.C. 4703.01(E) and by virtue of their charge, care, and control of the Premises.

8. Armenak Stepanian, is a member of the real property owner, 1680 Properties, Ltd., and member of VM3015 Inc., which holds the liquor permit in use at the Premises. (*See Plaintiff's Exhibits C and D.*) Thus, they are an owner of the Premises as defined by C.C.C. 4703.01(E) and by virtue of their charge, care, and control of the Premises.

9. Gregory V. Flaig is the operator/manager of The Doll House at the Premises, and has been since at least 2020. He has also stated to Relator-Plaintiff that he is an advisor/operator for the Doll House as recently as December 2022. He is thus an owner of the Premises as defined by C.C.C. 4703.01(E) and by virtue of his charge, care, and control of the Premises.

10. Emerald Bank may have an interest in the Premises by virtue of its mortgage on the Premises, filed with the Franklin County Recorder, Instrument No. 200701100005796, which may be adversely affected by this action.

11. The Middlefield Banking Company may have an interest in the Premises by virtue of its merger with interested party Emerald Bank (including its mortgage referenced herein), which may be adversely affected by this action.

12. American Tower Asset Sub, LLC, may have an interest in the Premises by virtue of a Memorandum of Lease for the Premises, filed with the Franklin County Recorder, Instrument No. 200905010062341, which may be adversely affected by this action.

13. Cheryl Brooks Sullivan is the duly elected, sworn, and serving Treasurer of Franklin County, Ohio, and may claim an interest in the properties for unpaid and future taxes. This interest could be adversely affected by this action.

JURISDICTION & VENUE

14. The Court has personal jurisdiction over the individual defendants pursuant to O.R.C. §2307.382(A)(8), since the basis of this complaint is real property located in Franklin County, Ohio.

15. The Court is a proper venue pursuant to Civ.R. 3(B)(5), since the subject of the action is real property situated in Franklin County, Ohio.

FACTS

16. The Doll House is a strip club, bar, restaurant, and/or adult entertainment venue operating at the Premises on the north side of Columbus. It is closely situated within a quarter-mile to neighboring residential homes, businesses, and a church.

17. 1680 Properties, Ltd.—whose members include Yelena Nersesian, Raisa Gunkina, and Armenak Stepanian—has been the sole record owner of the Premises since January 10, 2007. VM3015 Inc. also was a record owner of the Premises briefly on January 10, 2007.

18. VM3015 Inc. has been the record owner of the liquor permit in use at the Premises since 1997. Its members/owners include Yelena Nersesian, Raisa Gunkina, and Armenak Stepanian.

19. On information and belief, the property located at 1680 Karl Court, Columbus, Ohio has been used and occupied for:

- a. conduct associated with violent crime activity;
- b. conduct associated with drug activity;
- c. conduct associated with prostitution activity;
- d. conduct that substantially interferes with the public decency, sobriety, peace, and good order, and therefore, the Relator alleges that the Premises constitutes a nuisance as defined in R.C. § 3719.10, R.C. § 3767.01, and Columbus City Code § 4703, and is subject to abatement under R.C. § 3767.

20. The Premises came to the attention of Columbus Police Department (“CPD”) in 2021.

21. Since January 2021, there have been fifty-one (51) incident reports taken by CPD, at the Premises including shootings (including a homicide), robbery, felony assaults, discharging firearms, recovered firearms, mincing, assaults, overdose, and motor vehicle thefts.

22. Additionally, since January 2021, CPD and Columbus Division of Fire (“CFD”) have been dispatched to the Premises for approximately 180 calls for service. These calls for service include responses to shootings, persons with guns, a stabbing, shots fire, fights, assaults, intoxicated persons needing assistance, overdoses, sex crime (including alleged prostitution),

narcotics complaints, burglary, disturbances, property destruction, loud noises, and motor vehicle thefts. This is an excessive amount of calls for service and represents a drain on CPD resources.

23. CFD specifically responded to five (5) overdoses at the Premises in 2022.

24. On March 29, 2021, CPD was dispatched to the Premises on a report a shooting. Officers recovered shell casings in the parking lot and property damage to a vehicle. Video cameras showed two individuals discharging their weapons in the lot.

25. On May 9, 2021, CPD and CFD were dispatched to the Premises on the report of an overdose in the bathroom of the Premises. CFD administered NARCAN to the individual.

26. On July 23, 2021, CPD was dispatched to the Premises on a narcotics complaint.

27. On September 18, 2021, CPD was dispatched to the Premises on a report of a shooting at the Premises. Officers discovered that there was a fight between patrons of the club and that the involved parties were in the parking lot when officers arrived. The victim of the assault had a broken nose and fractured cheek.

28. On September 19, 2021, CPD was dispatched to the Premises on a report of a gun at the Premises. While Officers were present, an assault between staff and a patron occurred in the parking lot, and the patron was arrested.

29. On September 20, 2021, CPD responded to the Premises on a report that a victim was assaulted by security staff, including by striking him in the jaw and behind the ear, and by pulling a gun on the victim.

30. On September 25, 2021, CPD were dispatched to the Premises for a robbery. Victims reported being pepper sprayed by security and having money taken from them by the security.

31. On December 3, 2021, CPD was dispatched to the location on a report of a cutting/stabbing.

32. On December 8, 2021, CPD were dispatched to Grant Hospital on a report of a shooting victim, who stated it occurred at the Premises.

33. On December 19, 2021, CPD was dispatched to the Premises for a report of an assault where the victim lost consciousness. Officers observed bruising and a laceration to the victim's mouth.

34. On December 27, 2021, CPD was dispatched to the Premises for a report of an assault where victim was maced by security.

35. On January 3, 2022, CPD was dispatched to the Premises for a report of an assault where victim stated he was shoved into a door and maced by the security guard.

36. On February 17, 2022, CPD was dispatched to St. Ann's Hospital for a report of an assault, where victim reported being attacked by five individuals in the parking lot of the Premises. When officers made contact with security at the Premises, security reported at the time that they did not have access to the camera system to possibly view footage. According to witnesses, a gun was pulled on one witness attempting to break up the fight in the lot.

37. On April 30, 2022, CPD was dispatched to the Premises for an assault, where victim stated a security guard punched him in the face twice.

38. On June 4, 2022, CPD and CFD were dispatched to the Premises for an overdose.

39. On June 19, 2022, CPD was dispatched to the Premises for a report of an assault, where the reporting victim was an employee of the business.

40. On July 12, 2022, CPD and CFD were dispatched to the Premises for an overdose.

41. On July 14, 2022, CPD was dispatched to the Premises for a report of an assault that occurred the day before at the Premises.

42. On July 24, 2022, CPD was dispatched to the Premises for a report of an assault just outside of the Doll House as she was leaving.

43. On August 19, 2022, CPD was dispatched to the Premises for a report of an assault at the Premises.

44. On September 9, 2022, CPD was dispatched to the Premises due to multiple people brandishing handguns. During the course of the investigation, officers recovered a firearm. During the incident, a person was maced, and the victim stated they would “get their guns.” Shortly thereafter, multiple vehicles began driving around the lot and multiple people were flashing guns in their vehicles. Another individual began walking around the lot with his hand on a handgun in his waistband.

45. On September 18, 2022, CPD was dispatched to the Premises for a report from security of prostitution occurring in the parking lot.

46. On September 28, 2022, CPD responded to the Premises for a multi-victim shooting. Upon arrival, CPD identified five victims of the shooting, one of whom had serious injuries. All victim did survive.

47. Later on September 28, 2022, CPD Detective Joshua Gantt sent a nuisance abatement warning letter to the Doll House and to 1680 Properties Ltd., notifying them of the concerning recent drug activity, and five-victim shooting, and the potential consequences of not abating the nuisance conditions at the Premises.

48. On October 9, 2022, CPD was dispatched to the Premises on a threat from a patron threatening to burn the building.

49. On December 1, 2022, CPD was dispatched to the Premises to take a report from a victim of a sexual assault at the Premises.

50. On December 5, 2022, Relator-Plaintiff objected to the renewal of the Ohio Department of Commerce Division of Liquor Control liquor permit #9294865 on the basis of the above activity and that the Premises substantially interferes with the public decency, sobriety, peace, and good order. This objection is still pending before the Division.

51. On December 12, 2022, CPD was dispatched to the Premises for a report of an assault between employees inside the Premises.

52. On December 20, 2022, Relator-Plaintiff met with Gregory V. Flaig at the Premises to discuss The Doll House security and safety procedures. Mr. Flaig described the following security procedures that the Doll House had put in place at least since the September 2022 shooting, including but not limited to:

- a. Multiple security personnel at the entrance and stationed throughout the club;
- b. Metal detectors in use at the front door;
- c. Front door pat-downs and wandings;
- d. Thirty-plus cameras throughout the club;
- e. Staff training in due diligence and operations/procedures, including regular completion of a compliance form;
- f. Limitation on smoking substances beyond cigarettes inside and on the patio; and
- g. ID scanning for all patrons;

53. On January 29, 2022, CPD responded to a multi-victim shooting at the Premises, including a homicide. Two victims were shot and transported to Riverside Hospital, and another victim was shot and treated at the scene.

- a. Video evidence shows that the suspect was briefly patted down upon initial entry into the club, but later exited and returned inside without a pat down.
- b. Normal staffing was six (6) guards, with two (2) being armed, but that evening there was one (1) unarmed guard manning the door, and one (1) unarmed guard inside the club. Dancers also hired a private guard to protect them.
- c. The metal detector at the front door was not being used, and the front door guard did not have a wand.
- d. Mr. Flaig reported that he purchased an ID scanner to be used at the door, but that it had been missing for four (4) days. Security reported not knowing how to use such the scanner.

54. On January 30, 2023, CPD Detective Joshua Gantt sent a nuisance abatement warning letter to the Doll House and to 1680 Properties Ltd., notifying them of the recent homicide, and reiterating the potential consequences of not abating the nuisance conditions at the Premises.

55. The Premises is a public nuisance as defined in R.C. § 3767.01 and/or R.C. § 3767.12 (*et seq.*), C.C.C. § 4703.01(F), and under common law, subject to abatement under R.C. § 3767.

56. The Premises is generally reputed to be kept, conducted, and/or maintained for the purposes of committing violations of Ohio Revised Code Chapter 3767 (Nuisance), Chapter 4301 (Liquor Control) and Columbus City Code – Title 47, and other violent crimes and illegal activity.

57. Respondents-Defendants, except those named solely as interested parties, are guilty of maintaining a nuisance at the Premises, subject to abatement in accordance with R.C. 3767.01 (*et seq.*), for operating a business in violation of the laws pertaining to violent activity (C.C.C. Title 47), and the permission or existence of this criminal activity at the Premises substantially interferes with the area's public decency, sobriety, peace, safety, welfare, and good order.

58. The operation of 1680 Karl Court has caused an increase in criminal and nuisance activity within the surrounding community, and continued operation at the subject Premises imposes imminent threat to the life, health, and safety of the area community.

59. Respondents-Defendants own fixtures, furniture, and moveable property, which have been used in conducting, maintaining and facilitating said public nuisance.

60. Respondents-Defendants at all times relevant to this action maintained a public nuisance threatening the health, safety, and welfare of the People of the City of Columbus, those at 1680 Karl Court, and that of the Columbus Police.

61. Respondents-Defendants, except those named solely as interested parties, are guilty of maintaining a nuisance at the Premises based on their actual and constructive knowledge of the nuisance, as well as the well-known general reputation of the Premises, which is prima-

facie evidence of the nuisance and Respondents-Defendants' knowledge of and acquiescence and/or participation in the nuisance.

JUDGMENT AND RELIEF DEMANDED

WHEREFORE, Plaintiff demands judgment as follows:

1. Relator-Plaintiff incorporates the proceeding paragraphs 1 through 61 as if fully incorporated herein.
2. That the Premises located at 1680 Karl Court, Columbus, Ohio 43229 be declared a public nuisance as defined in Ohio Revised Code O.R.C. §§ 3719.10, and 3767 and Columbus City Code § 4703 and is subject to abatement under O.R.C. Chapter 3767, C.C.C. § 4701.08, and/or common law.
3. That all Respondents-Defendants (except those named as interested parties) be found guilty of maintaining a public nuisance at the Premises, as defined in R.C. § 3767, Columbus City Code § 4703, and under common law as alleged herein.
4. That pursuant to Ohio Revised Code § 3767, Respondents-Defendants (except those named as interested parties) abate the public nuisance.
5. In accordance with this Complaint and Revised Code Chapter 3767, that each Respondent-Defendant (except those named as interested parties), as the owners and/or persons in control of the Premises and any heirs, successors in interest of title, and assignees be preliminarily, permanently, and perpetually enjoined from conducting, maintaining, using, occupying or in any way permitting the use of the Premises as a public nuisance.
6. In accordance with this Complaint and Revised Code Chapter 3767, that each Respondent-Defendant (except those named as interested parties) be permanently enjoined from conducting, maintaining, using, occupying or in any way permitting the use of a public nuisance anywhere in Franklin County, Ohio, and/or Columbus, Ohio.

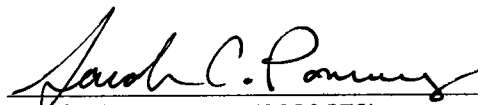
7. On final judgment, that the Premises not be occupied or used, and thus effectually closed for any purpose for a period of one year, per Civ.R. 65 and R.C. Chapter 3767 *et seq.*
8. On final judgment, that all persona all personal property and contents used in conducting or maintaining the public nuisance at the Premises, including any liquor at the Premises, be removed, and sold, without appraisal, at a public auction to the highest bidder, per R.C. Chapter 3767 *et seq.*
9. That the Court tax Respondents-Defendants (except for those named only as interested parties) \$300 in accordance with Revised Code §3767.08.
10. This Court appoint a receiver if needed pursuant to Chapter 2735 of the Ohio Revised Code.
11. The Court set a preliminary injunction hearing on the matter pursuant to Ohio Civ.R. 65(B)(1).

Additional Relief

12. An award of Plaintiff's costs and attorney's fees payable by defendant(s).
13. The Court grant Relator-Plaintiff all such further equitable and other relief this Court determines Relator-Plaintiff to be entitled pursuant to ORC 1901.131, and by law.

Respectfully submitted,

**CITY OF COLUMBUS, DEPARTMENT OF LAW
ZACH KLEIN, CITY ATTORNEY**



Sarah C. Pomeroy (0093578)
Assistant City Attorney
375 South High Street, 17th Floor
Columbus, Ohio 43215
Phone: 614-645-8619
Fax: 614-645-6548
sepomeroy@columbus.gov
Attorney for Plaintiff City of Columbus

AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary	Parcel ID: 010-025378-00		Map Routing: 010-O100D -007-02
Land Profile	1680 PROPERTIES LTD		1680 KARL CT
Residential	SURVEY		
Commercial			
Improvements	OWNER		
Permits			
Mapping	Owner	1680 PROPERTIES LTD	
Sketch	Owner Mailing /	1680 KARL CT	
Photo	Contact Address	COLUMBUS OH 43229	
StreetSmart		Submit Mailing Address Correction Request	
Aerial Photos	Site (Property) Address	1680 KARL CT	
Transfers		Submit Site Address Correction Request	
BOR Status	Legal Description	KARL COURT	
CAUV Status		SIMKINS SUBDIV	
Tax & Payments		.989 ACRE LOT 2	
Tax Distribution	Calculated Acres	.99	
Tax Calculators	Legal Acres	0	
Value History	Tax Bill Mailing	View or Change on the Treasurer's Website	
Rental Contact		If you have recently satisfied or refinanced your mortgage, please visit	
Incentive Details		the above link to review your tax mailing address to ensure you receive	
Quick Links		your tax bill and other important mailings.	
	eAlerts	Sign Up for or Manage Property eAlerts	
		The Auditor's office provides a Property eAlerts tool through which a	
		property owner can sign up to receive an automated email alert	
		whenever a change in owner or value is made to their property record.	
		Click on the above button to sign up for or manage your Property eAlerts.	
	Tools	View Google Map	
		Print Parcel Summary	

MOST RECENT TRANSFER

Transfer Date	JAN-10-2007
Transfer Price	\$692,814
Instrument Type	GW
Parcel Count	1

2022 TAX STATUS

Property Class	C - Commercial
Land Use	434 - SUPPER CLUB/NIGHT CLUB
Tax District	010 - CITY OF COLUMBUS
School District	2503 - COLUMBUS CSD [SD Income Tax]
City/Village	COLUMBUS CITY
Township	
Appraisal Neighborhood	X4500
Tax Lien	No
CAUV Property	No
Owner Occ. Credit	2022: No 2023: No
Homestead Credit	2022: No 2023: No
Rental Registration	
Rental Exception	
Board of Revision	No
Zip Code	43229
Pending Exemption	No

2022 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	235,300	292,700	528,000

1 of 1

[Return to Search Results](#)

Actions

- Neighborhood Sales
- Proximity Search
- Printable Version
- Custom Report Builder

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

Go

EXHIBIT

tabbies

A

TIF			
Exempt			
Total	235,300	292,700	528,000
CAUV	0		

2022 TAXABLE VALUE

	Land	Improvements	Total
Base	82,360	102,450	184,810
TIF			
Exempt			
Total	82,360	102,450	184,810

2022 TAXES

Net Annual Tax	Total Paid	CDQ
13,859.42	6,929.71	

BUILDING DATA

Yr Built	Eff Yr	Stry	Structure Type	Sq Ft	Grade
1986	1986	01	NIGHT/CLUB/DNR THEATER	4,920	AVERAGE QUALITY
Total:				4,920	

SITE DATA

Frontage	Depth	Acres	Historic District
		.89	
		.1	

Disclaimer:

The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

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EAGLE
LAND TITLE
BOX

GENERAL WARRANTY DEED

EAGLE BOX - File No. 00700

KNOW ALL MEN BY THESE PRESENTS THAT

VM3015, INC.

a corporation organized and existing under the laws of the State of OHIO
for valuable consideration paid, grants, with general warranty covenants, to

1680 PROPERTIES, LTD., AN OHIO LIMITED LIABILITY COMPANY

THE FOLLOWING REAL PROPERTY:

SEE ATTACHED EXHIBIT "A"

200701100005794
Page: 2 of 2
01/10/2007 10:11AM EXCELLENCE
Robert G. Montgomery
Franklin County Recorder

Parcel Number: 010-025378-00

Commonly Known As: 1680 KARL COURT, COLUMBUS, OHIO 43229

Tax Mailing Address: 6825 DELAMETER DRIVE, DUBLIN, OH 43017

1680 Karl Ct. Columbus OH 43229
Except for taxes and assessments, now and hereafter to become a lien, all of which the grantee(s) herein assume(s) and agree(s) to pay as part of the consideration for this conveyance, and except restrictions, reservations, conditions, easements, and rights-of-way, if any, contained in prior instruments of record affecting the above described premises.

Prior Instrument Reference: Volume

Page

IN WITNESS WHEREOF, grantor has caused its corporate name to be subscribed hereto by:

ALEXANDER NERSESIAN, PRESIDENT

thereunto duly authorized by resolution of its board of directors, this 8th day of January, 2007.

778
Conveyance
Mandatory- 192.906
Permissive- 192.906
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

VM3015, Inc.

by: ALEXANDER NERSESIAN, PRESIDENT

TRANSFERRED

JAN 10 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

STATE OF OHIO

COUNTY OF FRANKLIN

ss:

BE IT REMEMBERED, That on this 8th day of January, 2007, before me, the subscriber, a Notary in and for said state, personally came

ALEXANDER NERSESIAN, PRESIDENT OF VM3015, INC.,

the Grantor in the foregoing Deed, and acknowledged the signing thereof to be its voluntary act and deed, pursuant to authority of its board of directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and at said place.



JAMES J. SQUEO
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 15, 2007

Notary Public

This instrument Prepared By: James A. Zikeman, Attorney at Law, 216 Bradenton Avenue, Dublin, Ohio 43017

EXHIBIT

B

ATTACHED EXHIBIT "A"

File: G02209

The following described real estate situated in the County of Franklin, City of Columbus, State of Ohio and being in Section 4, Township 2, Range 18, United States Military Lands, being Lot Number Two (2) of SINKINS SUBDIVISION as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 51, Page 35, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM the following described real estate:

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Section 4, Township 2, Range 18, United States Military Lands, containing 0.056 acres of land, more or less, said 0.056 acres being part of Lot 2 as the same is numbered and delineated upon the recorded plat of Sinkins Subdivision, of record in Plat Book 51, page 35, Recorder's Office, Franklin County, Ohio, said 0.056 acres being more particularly described as follows:

Beginning at a point in a northerly right-of-way line of Becky Lane, fifty feet in width, at the southwesterly corner of said Lot 2, the same being the southeasterly corner of Lot 1 of said Sinkins Subdivision;

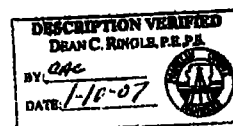
Thence N 00 deg 05' 30" W, with the westerly line of said Lot 2 and with the easterly line of said Lot 1, a distance of 176.20 feet to the northwesterly corner of said Lot 2, the same being the northeasterly corner of said Lot 1;

Thence N 89 deg 50' 30" E, with the northerly line of said Lot 2, a distance of 15.00 feet to a point;

Thence S 00 deg 05' 30" E, parallel with the westerly line of said Lot 2 and 15.00 feet easterly therefrom, as measured at right angles, a distance of 151.20 feet to a point located 25.00 feet northerly from, as measured at right angles, the northerly right of way line of said Becky Lane;

Thence S 30 deg 51' 16" W, a distance of 29.17 feet to the point of beginning and containing 0.056 acres of land, more or less.

D-100-D
ALL OF
(010)
25378





200701100005796
Page 18 of 132.00 T20070002120
01/10/2007 10:13AM BUREAU OF RECORDS
Robert S. Montgomery
Franklin County Recorder

OPEN-END MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS OPEN-END MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), is granted, this 8th day of January, 2007, 1680 PROPERTIES, LTD., an Ohio limited liability company ("Mortgagor") whose address is 7928 Marble Park Avenue, Reynoldsburg, Ohio 43068, and EMERALD BANK whose address is 6215 Perimeter Drive, Dublin, Ohio 43017 (herein "Lender" or "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor on this date has promised to pay to Mortgagee the amount of Five Hundred Six Thousand and 00/100 Dollars (\$506,000.00) (the "Obligation"), which Obligation is evidenced by a Cognovit Promissory Note in the principal sum of Five Hundred Six Thousand and 00/100 Dollars (\$506,000.00) (the "Note"), executed this date by Mortgagor and delivered to Mortgagee, the terms of the Note providing that the Note shall be paid in full on or before February 1, 2032. Reference to said Note is hereby made to the same extent as if the Note is set forth in full herein. Reference is also made to that certain Loan Agreement of even date herewith between Mortgagor and Mortgagee ("Loan Agreement"), the terms and conditions of which are hereby incorporated into this Mortgage to the same extent as if the Loan Agreement is set forth in full herein. Wherever the term Loan Document is used herein, it shall have the meaning of Credit Documents as set forth in the Loan Agreement, which meaning includes the Loan Agreement.

NOW, THEREFORE, to secure to Mortgagee (a) the payment of the Obligation evidenced by the Note and any and all amendments, extensions, renewals or substitutions thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants of Mortgagor herein contained, or contained in the Note; and (b) the repayment any future advances, together with interest thereon (collectively hereinafter, the "Indebtedness") Mortgagor does hereby execute and deliver this Mortgage and hereby grants, bargains, sells, mortgages and warrants, encumbers, releases, conveys, assigns, transfers, hypothecates, pledges, sets over, and grants a security interest unto Mortgagee, its successors and assigns forever, all of the estate, title and interest of Mortgagor in and to the following:

1. The following described real property:
See Exhibit "A" Attached Hereto And Incorporated Herein By Reference
2. All buildings, structures, improvements, privileges and appurtenances belonging thereto now existing or hereafter constructed thereon;
3. All easements, rights, rights of way, streets, ways, alleys, sewer lines, water lines and all estates, rights, titles, interests, privileges, hereditaments, access rights and appurtenances whatsoever in any way relating to or appertaining to any of the property described hereinabove or which hereafter shall in any way belong, relate or be appurtenant thereto,

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EXHIBIT

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whether now owned or hereafter acquired by Mortgagor, and the reversion or reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor in and to the same;

(Hereinafter the properties contained in Paragraphs 1 through 3 shall collectively be referred to as the "Mortgaged Premises");

4. All furniture, fixtures, goods that are to become fixtures, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Mortgagor and now located thereon, attached to, or hereafter acquired or located thereon or attached thereto;

5. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

6. All goods, inventory, contract rights, cash, proceeds, profits, income, rent, accounts, accounts receivable, general intangibles, lease agreements, lease payments, documents, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, logos, trademarks, and all trade name agreements, and all replacements and proceeds relating thereto now owned or hereafter acquired by Mortgagor, in connection with the Mortgaged Premises and properties described hereinabove.

(Hereinafter the items set forth in Paragraphs 4, 5 and 6 shall collectively be referred to as the "Collateral".)

TO HAVE AND TO HOLD the Mortgaged Premises and Collateral, and all other properties hereinabove granted to Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Mortgagee the principal, interest and other charges provided in the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in this Mortgage and the Note, then the Mortgaged Premises and the Collateral hereby granted, bargained, sold, remised, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, determine and be void but shall otherwise remain in full force and effect.

AND, Mortgagor covenants and agrees with Mortgagee that:

ARTICLE I PARTICULAR COVENANTS OF MORTGAGOR

1.1 **Performance of the Note.** Mortgagor will perform, observe and comply with all provisions of Note secured hereby and will duly and timely pay, without relief from any valuation or appraisal law, to Mortgagee the sums of money expressed in the Note with interest thereon and all other sums required to be paid by Mortgagor pursuant to the provisions of

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the Note, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.2 Warranties and Representations. Mortgagor hereby covenants with and represents and warrants to Mortgagee that: (i) Mortgagor is lawfully seized of the Mortgaged Premises and Collateral hereby conveyed; (ii) Mortgagor has full power and lawful right to convey the same as aforesaid; (iii) it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Premises and every part thereof; (iv) the Mortgaged Premises are not subject to any liens in favor of any private or governmental entity, other than liens for taxes and assessments, both general and special, which are not yet due and payable; (v) Mortgagor does hereby fully warrant the title to the Mortgaged Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever, except for those matters set forth on the title commitment previously delivered to Mortgagee and as approved by Mortgagee ("Permitted Exceptions"); (vi) Mortgagor is a limited liability company duly organized and existing and in full force and effect under the laws of the State of Ohio, and (vii) the exact legal name of Mortgagor is as set forth in the first paragraph of this Mortgage.

1.3 Real Estate Taxes, Assessments and Personal Property Taxes.

Mortgagor shall pay when due according to law, all taxes, assessments, water and sewer charges and assessments and other charges which are now due or may hereafter be imposed or assessed against the Mortgaged Premises and the Collateral. Upon demand, Mortgagor will promptly send to Mortgagee receipts for the payment of all such taxes, assessments and other charges. Upon the failure of Mortgagor to promptly pay such taxes, assessments and other charges, Mortgagee shall have the option to pay and discharge same without notice to Mortgagor. Any sums so expended by Mortgagee shall at once become an indebtedness of Mortgagor and shall be due and payable by Mortgagor with interest as provided in the Note after default, which sums shall thereupon become secured by this Mortgage.

1.4 Other Taxes, Liens and Utility Charges.

(a) Mortgagor will pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly exhibit to Mortgagee, upon demand, receipts for the payment of all taxes, assessments, water and sewer charges, dues, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Premises and the Collateral, or any part thereof, or upon the interest of Mortgagor in the Mortgaged Premises (other than any of the same for which provision has been made in Paragraph 1.3 of this Article I), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any State, county, municipality or other taxing authority upon Mortgagor in respect of the Mortgaged Premises and the Collateral or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Premises and the Collateral prior to or equal to the lien of the Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Premises and the Collateral or any part thereof.

1.5 Prohibition Against Liens. Mortgagor will not suffer any mechanic's, laborer's, statutory or other liens, or any mortgage or other lien which might or could be prior to, equal to,

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or subordinate to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Premises.

1.6 Good Condition and Repair. Mortgagor shall keep the Mortgaged Premises and the Collateral in good condition and repair and shall comply with all laws, ordinances, and regulations of all public authorities relating to the Mortgaged Premises and the Collateral, comply with all easements, declarations, covenants and any other private agreements imposing duties or obligations on owners or occupants of the Mortgaged Premises, and shall not suffer any waste to be committed thereon nor remove or demolish any building. Mortgagor shall permit Mortgagee to enter upon the Mortgaged Premises and inspect the Mortgaged Premises and Collateral at all reasonable hours and without prior notice. Mortgagor shall not cause or permit any improvements to be materially altered or changed without the prior written consent of Mortgagee to the proposed action, as well as Mortgagee's prior written consent to the plans and specifications relating thereto, which consent shall not be unreasonably withheld.

1.7 Insurance. Mortgagor shall purchase and keep in full force and effect, policies of insurance in form and issued by companies satisfactory to Mortgagee for (a) fire and extended coverage, in amounts equal to 100% of the replacement cost of the Premises, with acceptable mortgagee clauses in favor of Mortgagee and, where required by Mortgagee, waiver of subrogation clauses attached; (b) Builder's Risk Insurance until completion of all work on the Mortgaged Premises in an amount equal to or greater than the amount of the Note with acceptable mortgagee clauses in favor of Mortgagee (such policy shall include soft cost coverage acceptable to Mortgagee); and (c) commercial general liability insurance in the amount of Two Million and 00/100 Dollars (\$2,000,000.00) naming Mortgagee as an additional insured. Mortgagor shall, from time to time, furnish or cause its contractors to furnish evidence of worker's compensation insurance.

1.8 Damage or Destruction.

(a) Subject to Section 1.8(b), if the Mortgaged Premises or any portion thereof is damaged or destroyed, then Mortgagee may, at its option, apply all insurance proceeds payable in connection with such loss toward payment of the Indebtedness or may apply the proceeds available to restoration of the Mortgaged Premises. Subject to Section 1.8(b), if such a loss occurs, then Mortgagee may, at its option, adjust and compromise any loss covered by the aforementioned insurance policies upon the Mortgaged Premises, collect and receive the proceeds, endorse checks and drafts issued therefor, and apply such proceeds to any part of the Indebtedness or for the repair or restoration of the Mortgaged Premises which will be disbursed by the Mortgagee in accordance with such protective terms and conditions as Mortgagee may impose. If Mortgagee forecloses on the Mortgaged Premises, all right, title and interest of the Mortgagor in said insurance policies including, but not limited to, the surrender value thereof is hereby transferred and assigned to the Mortgagee, and Mortgagee is hereby empowered to assign, transfer or surrender said policies and receive all or any part of the proceeds therefrom.

(b) Notwithstanding Section 1.8(a), if there is any damage or destruction to any portion of the Mortgaged Premises and there is not then an Event of Default, beyond any applicable notice or cure period, under the Note, then the following shall apply:

(i) If any portion of the Mortgaged Premises is damaged or destroyed while the Mortgaged Premises are under construction and the Mortgaged Premises are

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not substantially complete, then Mortgagor shall promptly restore or rebuild the portion of the Mortgaged Premises damaged or destroyed and Mortgagee shall make available the insurance proceeds received under any insurance policies for restoration of that portion of the Mortgaged Premises damaged or destroyed, periodically during the progress of such restoration and to the extent of the cost of such restoration. To the extent that the insurance proceeds are insufficient to restore or rebuild the portion of the Mortgaged Premises damaged or destroyed, Section 1.8(c) shall apply.

(ii) After the Mortgaged Premises are constructed and substantially complete, if any portion of the Mortgaged Premises is damaged or destroyed and the estimated cost of restoration and/or rebuilding of the Mortgaged Premises so damaged and/or destroyed is Fifty Thousand and 00/100 Dollars (\$50,000.00) or less, then Mortgagor shall promptly restore or rebuild the portion of the Mortgaged Premises damaged or destroyed and Mortgagee shall make the insurance proceeds received under any such insurance policy described above available for restoration or rebuilding of the Mortgaged Premises the Mortgaged Premises damaged or destroyed, to the extent of the costs of such restoration or rebuilding. If the insurance proceeds are insufficient to restore or rebuild the damaged or destroyed Improvement, then Section 1.8(c) shall apply.

(iii) After the Mortgaged Premises are constructed and substantially complete, if any portion of the Mortgaged Premises are damaged or destroyed and the estimated cost of restoration and/or rebuilding of the Mortgaged Premises damaged and/or destroyed is greater than Fifty Thousand and 00/100 Dollars (\$50,000.00), then Mortgagor shall have the option to restore or rebuild the damaged or destroyed Mortgaged Premises or to elect not to rebuild or restore the damaged Mortgaged Premises.

If Mortgagor, pursuant to this Section 1.8(b)(iii), elects to restore or rebuild the damaged and destroyed Mortgaged Premises then all of the insurance proceeds received under any insurance policy shall be deposited in escrow with Mortgagee and Mortgagee shall make the proceeds available for such restoration and rebuilding of the damaged or destroyed portion of the Mortgaged Premises periodically during the progress of such restoration or rebuilding. If the proceeds from the insurance are insufficient to restore or rebuild said Mortgaged Premises, then Section 1.8(c) shall apply.

If Mortgagor elects, pursuant to this Section 1.8(b)(iii), not to restore the damaged or destroyed Mortgaged Premises, then the Mortgagee shall make proceeds received from any such insurance policies available to Mortgagor, provided the ratio of the unpaid principal amount of the Indebtedness to the then appraised value of the Mortgaged Premises ("Indebtedness to Value Ratio") is 80% or less. If the Indebtedness to Value Ratio is greater than 80%, then the Mortgagee shall receive and retain that amount of the insurance proceeds which when applied to the unpaid principal amount of the Indebtedness will cause the Indebtedness to Value Ratio to be not more than 80%. If the insurance proceeds are insufficient when applied to the unpaid principal amount of the Indebtedness to cause the Indebtedness to Value Ratio to be 80% or less, then Section 1.8(c) shall apply. If after Mortgagee applies the insurance proceeds received to the unpaid principal amount of the Indebtedness so that the Indebtedness to Value Ratio is no more than 80% and there are excess insurance proceeds, then Mortgagee shall make available to Mortgagor the excess insurance proceeds.

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If Mortgagor elects not to restore or rebuild the damaged or destroyed portion of the Mortgaged Premises, then Mortgagee and Mortgagor shall agree on an MAI appraiser who shall appraise the value of the Mortgaged Premises. The cost of the appraisal shall be paid by Mortgagor. The appraiser chosen must be an appraiser listed on Mortgagee's approved appraiser list as maintained from time to time. The value of the Premises as determined by the MAI appraiser shall be used in determining the Indebtedness to Value Ratio.

(c) If the insurance proceeds are insufficient to restore or rebuild damaged and destroyed portion of the Mortgaged Premises, or if Mortgagor, pursuant to Section 1.8(b)(iii) elects not to restore or rebuild the damaged or destroyed portion of the Mortgaged Premises and the insurance proceeds are insufficient when applied to the unpaid principal balance of the Indebtedness to cause the Indebtedness to Value Ratio to be 80% or less, then Mortgagor shall promptly deposit with Mortgagee funds which, together with the insurance proceeds, are sufficient to restore or rebuild the damaged and destroyed portion of the Mortgaged Premises or in the event Mortgagor elects not to restore or rebuild the Premises as set forth in Section 1.8(b)(iii) to cause the Indebtedness to Value Ratio to be no more than 80%.

(d) If there are insurance proceeds in excess of the amount necessary to complete such restoration or rebuilding of the damaged and/or destroyed portion of the Mortgaged Premises, then such excess insurance proceeds shall be paid to Mortgagor upon substantial completion of the restoration or rebuilding of the damaged and/or destroyed portion of the Mortgaged Premises.

(e) Upon no circumstances shall Mortgagee become obligated to take any action to restore the damaged or destroyed Mortgaged Premises.

1.9 Condemnation.

(a) Subject to Section 1.9(b), in the event that the entire Mortgaged Premises, or any part thereof, shall be damaged or taken by reason of any public improvement or condemnation proceedings, Mortgagor agrees that such proceeds or awards shall be payable to Mortgagee to be applied against the outstanding balance of principal, interest and other charges due under the Note and this Mortgage. Should said proceeds exceed the balance due on the Note, any such excess shall be repaid to Mortgagor. All such proceeds and rights of action are hereby assigned to Mortgagee, and Mortgagee shall be entitled, along with Mortgagor, to commence, appear in and prosecute any action or proceedings or to make any compromise or settlement in connection with any such taking or damage. Mortgagor agrees to execute such further assignments or any such proceeds and rights of action as Mortgagee may require.

(b) Notwithstanding Section 1.9(a), if less than the entire Mortgaged Premises is damaged or taken, there is not then an Event of Default, beyond any applicable notice or cure period, under any of the Note and, in Mortgagor's reasonable judgment, operating, rebuilding or restoring Mortgaged Premises is economically feasible, then, if Mortgagor elects to restore or repair the Mortgaged Premises, all of the condemnation proceeds and awards received from the condemning entity shall be deposited in escrow with Mortgagee and Mortgagee shall make available any condemnation proceeds or awards received from the condemning entity for restoration of the Mortgaged Premises, periodically during the progress of such restoration and to

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the extent of the cost of such restoration. To the extent that the condemnation proceeds or awards are insufficient to restore the Mortgaged Premises, Section 1.9(c) shall apply.

(c) If the condemnation proceeds or awards are insufficient to restore or repair the Mortgaged Premises, then Mortgagor shall promptly deposit with Mortgagee funds which, together with the condemnation proceeds or awards, are sufficient to restore or rebuild the damaged or taken portion of the Mortgaged Premises.

(d) If there are condemnation proceeds or awards in excess of the amount necessary to complete such restoration or repair of the Mortgaged Premises and the Indebtedness to Value Ratio of the restored Mortgaged Premises to the outstanding principal balance of the Indebtedness is greater than 80%, then such excess condemnation proceeds or awards shall be applied at as credit upon the Indebtedness. If there are condemnation proceeds or awards in excess of the amount necessary to complete such restoration or repair of the Mortgaged Premises and the Indebtedness to Value Ratio of the restored Mortgaged Premises to the outstanding principal balance of the Indebtedness is less than 80%, the Mortgagee shall pay such excess condemnation proceeds or awards to Mortgagor.

(e) Upon no circumstances shall Mortgagee become obligated to take any action to restore or repair the Mortgaged Premises.

1.10 No Acquisition or Disposition of Personal Property. Mortgagor will not make, suffer or permit, without the prior written consent of Mortgagee, any sale, purchase, conditional sale, transfer, lease or agreement under which title is reserved in the vendor, of any fixtures, apparatus, machinery, equipment or personal property comprising the Collateral, except in the ordinary course of business and if replaced with like-kind Collateral.

1.11 Protection of Mortgaged Premises and Collateral. Mortgagor will from time to time execute and deliver all such supplements and amendments hereto (including Financing Statements and Continuation Statements) and other instruments, and will take such other action, as Mortgagee reasonably requests and reasonably deems necessary or advisable to (a) grant to Mortgagee all of the Mortgaged Premises and the Collateral, as security; (b) maintain or preserve the lien of the Mortgage or carry out more effectively the purposes hereof; and (c) preserve and defend title to the Mortgaged Premises and the Collateral and the rights of Mortgagee therein against the claims of all persons and parties.

1.12 Affirmative Covenants of Mortgagor. Mortgagor covenants and agrees that during the term of this Mortgage, and until all of the principal amount and interest due on the Note and all other amounts due hereunder shall have been duly paid in full, and except as specifically hereinafter provided to the contrary, it will, unless Mortgagee shall otherwise consent in writing:

(a) **Leases.** Timely perform and observe all terms, covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Mortgaged Premises or any portion thereof which are required to be observed and performed by Mortgagor.

(b) **Expenses.** Pay or reimburse Mortgagee, upon demand therefor, for all reasonable attorneys' fees, costs and expenses incurred by Mortgagee in any suit, action, legal proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party

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plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Mortgaged Premises, including, but not limited to any action to protect the security hereof; and any such amount paid by Mortgagee shall be added to the indebtedness secured by the lien of the Mortgage.

(c) **Additional Indebtedness.** Mortgagor agrees to pay or reimburse Mortgagee, upon demand therefor, for any and all losses, damages, costs, expenses, fees, duties, taxes (except income taxes and/or franchise fees), penalties, assessments of other charges (hereinafter referred to as "Liabilities") at any time suffered by, imposed upon, assessed or levied against the Mortgaged Premises or Mortgagee by any governmental authority or agency relating to, arising from or in connection with the execution and delivery of the Note and the recording of this Mortgage, including, but not limited to, liabilities arising from any applicable law or statute relating to the making of the Indebtedness, the perfection of the security documents or the enforcement thereof. Any such liability so incurred or paid by Mortgagee shall constitute an additional indebtedness secured by this Mortgage. Mortgagor shall pay for the cost of recording any release or partial release(s) of this Mortgage, plus a \$50.00 processing fee for each such release or partial release.

(d) **Transfer of Interest in Mortgagor.** Any change whatsoever in the legal or beneficial ownership of any Mortgagor which changes the identity of the person or persons or entity having direct or indirect controlling interest in any such Mortgagor shall not be made, created or suffered. Notwithstanding the foregoing, (i) the death or incapacity of any person or persons having a direct or indirect controlling interest in the Mortgagor; (ii) transfers of a direct or indirect controlling interest in the Mortgagor by descent or devise or for estate planning purposes, shall not constitute a transfer hereunder.

(e) **Transfer of Interest in Mortgaged Premises.** A transfer of all or any part of the Mortgaged Premises or any interest in the Mortgaged Premises shall not be made provided, however, that (i) a transfer by condemnation or under threat of condemnation; or (ii) a transfer made contemporaneously with the payment in full of the Indebtedness, shall not constitute a transfer for purposes of this Section 1.12(e).

Any breach of these representations and agreements beyond any applicable notice or cure period shall constitute an event of default hereunder and under the Note.

ARTICLE II SECURITY INTEREST IN COLLATERAL

2.1 **Security Agreement.** Mortgagor and Mortgagee do hereby agree and declare that this Mortgage shall constitute a security agreement encumbering each and every item of the Collateral in compliance with the provision of the Uniform Commercial Code as adopted in the State of Ohio. The remedies for any violation of the covenants, terms and conditions of the Note and this Mortgage shall be (i) as prescribed in this Mortgage; (ii) as prescribed by general law; and/or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the said Uniform Commercial Code, all at Mortgagee's sole election.

2.2 **Fixture Filing.** This Mortgage is a financing statement filed as a fixture filing covering goods which are or are to become fixtures.

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2.3 Mortgagor represents, warrants and agrees that the Collateral secured hereby is, or is to be used by Mortgagor primarily for business purposes and not for personal, family or household purposes.

2.4 Except for the security interest granted herein to Mortgagee, Mortgagor is the owner of the Collateral free from any prior liens, security interest or encumbrance and will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein.

2.5 No financing statement covering the Collateral is on file at any public office.

2.6 Mortgagor authorizes Mortgagee to file one or more financing statements describing the collateral pursuant to the applicable Uniform Commercial Code. Mortgagor shall pay the cost of filing in all public offices wherever filing is deemed necessary or appropriate by Mortgagee. A photocopy of this Mortgage may be filed as a financing statement at the election of Mortgagee.

2.7 The name of the "debtor" is the Mortgagor identified on page 1 hereof; and the name of the "secured party" is the "Mortgagee" identified on page 1 hereof; the mailing address of the "secured party" from which information concerning the security interests may be obtained and the mailing address of the "debtor" are as set forth in the preamble to this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove in the granting clauses. Mortgagor is the owner of the Mortgaged Premises encumbered by this Mortgage.

ARTICLE III EVENTS OF DEFAULT

3.1 Events of Default. The Note and all sums due thereunder shall become due at the option of Mortgagee upon the occurrence of any of the following events (hereinafter referred to as the "Events of Default"):

- (a) a default under the terms of the Loan Documents after the expiration of any applicable grace or cure periods;
- (b) a default in the payment of any amount due hereunder on its due date after the expiration of any applicable grace or cure periods; or
- (c) if there shall be default in the due observance or performance of any other non-monetary provision of this Mortgage and such default shall continue for a period of ten (10) days after written notice thereof shall have been given to Mortgagor by Mortgagee; provided, however, that if the default cannot be reasonably cured within said ten (10) day cure period, and Borrower commences and diligently pursues a cure, and Lender reasonably believes that Borrower can effectuate a cure, then Borrower may have an additional period of time, not to exceed an additional thirty (30) days, to cure such default.

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ARTICLE IV REMEDIES

4.1 Rights of Mortgagee after Default. Upon the occurrence of an Event of Default, Mortgagee shall:

(a) have the option to declare the Note and all sums secured hereby due and payable, and further may proceed immediately to foreclose this Mortgage and exercise Mortgagee's rights under this Mortgage, the Note or any other controlling document;

(b) have all the rights and remedies of a secured party under the Uniform Commercial Code of those states governing disposition of the Collateral in the Event of a Default, including, but not limited to, the right to sell the Collateral at public or private sale, and the right to be a purchaser at any such sale;

(c) demand, elect and receive all the rents and profits as then or may thereafter be due and owing to Mortgagor in connection with the Mortgaged Premises and the Collateral, giving notice of its intention to collect and receive such rents to such tenants, occupiers or lessees of the Mortgaged Premises, and applying the same upon the amount due upon the Note; and in such event, Mortgagor shall be deemed to have assigned and transferred such rents and profits to Mortgagee as additional security for the performance of the covenants of this Mortgage until all indebtedness secured hereby has been fully paid and satisfied;

(d) have all other remedies available at law or in equity; and

(e) Mortgagee shall have the right:

(i) to enter upon and take possession of the Mortgaged Premises and the Collateral and to operate same for and on behalf of Mortgagor;

(ii) to collect all of the rent, income, profits or revenues generated therefrom; and

(iii) to expend such sums of money which it may deem necessary for the maintenance, preservation and operation of the Mortgaged Premises, including expenditures for improvements, alterations and repairs, including those of a capital nature.

Any sums so expended by Mortgagee shall at once become additional indebtedness owing from Mortgagor to Mortgagee and shall be immediately due and payable by Mortgagor, with interest thereon to the extent legally enforceable at the default rate set forth in Note, which sum so advanced shall be added to and become a part of the indebtednesses secured by this Mortgage.

4.2 Distribution of Sums Received by Mortgagee. Upon enforcement of this Mortgage upon the occurrence of an Event of Default, all sums received from time to time by Mortgagee shall be applied as follows:

First: To the payment of all reasonable costs and expenses of Mortgagee (including reasonable fees and expenses of its agents and legal counsel) incurred or accrued in connection with (a) the operation, maintenance or repair of the Mortgaged Premises and the Collateral and

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any and all businesses operated thereon; (b) any proceedings brought by Mortgagee; and (c) any sale (public or private) or other disposition of the Mortgaged Premises and the Collateral.

Second: To the payment of all amounts as provided for in the Note, in the order and amount set forth therein.

Third: To the payment of any surplus to Mortgagor or any other person legally entitled thereto.

4.3 **Rights Cumulative.** All rights and remedies from time to time conferred upon or reserved to Mortgagee are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Mortgage, or to exercise any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

4.4 **Appointment of Receiver.** If an Event of Default as described in Paragraph 3.1 hereof shall occur, then, upon the expiration of any applicable notice or cure period, with or without the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of Mortgagee, Mortgagee, to the extent permitted by law, and without prior notice to Mortgagor, shall be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Premises and the Collateral, pending such proceedings, with such powers as are conferred upon Mortgagee herein and as shall be conferred by the court making such appointment; but notwithstanding the appointment of any receiver, trustee, or other custodian, Mortgagee shall be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

4.5 **Suits to Protect the Mortgaged Premises and the Collateral.** Mortgagee shall have power:

(a) To institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Premises by any acts which may be unlawful or a violation of the Mortgage; and

(b) To preserve or protect its interest in the Mortgaged Premises and in the income, revenues, rents and profits arising therefrom.

4.6 **Mortgagee's Power of Enforcement.** If an Event of Default as described in Paragraph 3.1 hereof shall have occurred, then, upon the expiration of any applicable notice or cure period, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to foreclose this Mortgage and to sell, as an entirety or in separate lots, units or parcels, the Mortgaged Premises and the Collateral, under the judgment or decree of a court or courts of competent jurisdiction; and (b) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

4.7 **Application of Indebtedness Towards Purchase Price.** Upon any foreclosure sale, pursuant to judicial proceedings, Mortgagee may bid for and purchase the Mortgaged

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Premises and Collateral, and upon compliance with the terms of sale, may hold, retain, possess and dispose of such property at its own absolute right without further accountability. Any such purchase shall permit Mortgagee to apply to the purchase price any portion of or all sums due to Mortgagee under the Note and this Mortgage in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

4.8 No Waiver of One Default to Affect Another, Etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or other then existing default or shall impair any rights, powers or remedies consequent thereon.

If Mortgagee (a) grants forbearance or any extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Premises from the lien of the Mortgage or otherwise changes any of the terms of the Mortgage or any of the Note; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating to the lien or charge hereof, then and in each such case such act or omission shall not release, discharge, modify, change, or affect the original liability under the Mortgage, the Note or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee shall the lien of this Mortgage be altered thereby.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall include their respective successors and assigns, whether so expressed or not.

5.2 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

5.3 Notices. Notices, statements and other communications to be given under the terms of this Mortgage shall be in writing and delivered as set forth in the Agreement.

5.4 Maximum Principal Amount; Future Advances. This Mortgage shall secure the payment of any additional amounts advanced, from time to time, by Mortgagee to Mortgagor under the Note stating that such advances are secured hereby ("Future Advances"). The maximum amount of unpaid loan indebtedness secured hereby shall be Five Hundred Six Thousand and 00/100 Dollars (\$506,000.00), exclusive of interest thereon, and exclusive of unpaid balances of advances made with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Mortgaged

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Premises and other costs which Mortgagee is authorized by this Mortgage or the Note to pay on Mortgagor's behalf (collectively, "Protective Advances"), all of which Protective Advances shall be secured by this Mortgage. Without limiting any provision of this Mortgage, (a) Future Advances shall be secured to the fullest extent and with the highest priority contemplated by Section 5301.232 of the Ohio Revised Code, and (b) Protective Advances shall be secured to the fullest extent and with the highest priority contemplated by Ohio Revised Code Section 5301.233.

5.5 Priority of Mortgage Lien. Mortgagee is authorized to do all matters permitted and sanctioned by O.R.C. § 1311.14, as now existing or hereafter amended.

5.6 WAIVER OF JURY TRIAL: MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO THE NOTE, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MORTGAGOR REPRESENTS TO MORTGAGEE THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

5.7 Confession of Judgment. Mortgagor hereby irrevocably authorizes any attorney at law, including without limitation, any attorney representing Mortgagee, to appear on its behalf in any court of competent jurisdiction sitting in the State of Ohio, upon a default hereunder beyond any applicable notice or cure period; to waive the issuing and service of process; to confess judgment against it in favor of Mortgagee for the amount then appearing due together with the costs of suit; to release all errors; and to waive all rights of appeal and stays of execution. The Mortgagor hereby consents to the confessing attorney receiving a reasonable legal fee from Mortgagee or any other holder of the Note. Mortgagor voluntarily and knowingly irrevocably waives (i) any conflict of interest with respect to the attorney confessing judgment against Mortgagor and (ii) all rights to notice and hearing prior to judgment being so confessed against Mortgagor.

IN EXECUTION WHEREOF, Mortgagor has caused this instrument to be executed as of the date first set forth hereinabove.

Remainder of page intentionally left blank.

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"WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

1680 PROPERTIES, LTD.

By: *Yelena Nersesian*

Its: Member

X *Raisa Gunkina*, Member

X *Armenak Skpanian*, Member

ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF Franklin) ss:

The foregoing instrument was acknowledged before me this 8th day of January, 2007 by all of the above, being all the members of 1680 Properties, Ltd. as their free and voluntary act and deed.



JAMES J. SQUEO
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 15, 2007

James J. Squeo
Notary Public
My Commission Expires: _____

This Instrument Prepared By: Lender

A.S.
M.N.
R.G.

EXHIBIT A - LEGAL DESCRIPTION

Situated in the State of Ohio, County of Franklin and in the City of Columbus:

1680 Karl Court, Columbus, Ohio 43229;

C4160

The following described real estate situated in the County of Franklin, City of Columbus, State of Ohio and being in Section 4, Township 2, Range 18, United States Military Lands, being Lot Number Two (2) of SINKINS SUBDIVISION as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 51, Page 35, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM the following described real estate:

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Section 4, Township 2, Range 18, United States Military Lands, containing 0.056 acres of land, more or less, said 0.056 acres being part of Lot 2 as the same is numbered and delineated upon the recorded plat of Sinkins Subdivision, of record in Plat Book 51, page 35, Recorder's Office, Franklin County, Ohio, said 0.056 acres being more particularly described as follows:

Beginning at a point in a northerly right-of-way line of Becky Lane, fifty feet in width, at the southwesterly corner of said Lot 2, the same being the southeasterly corner of Lot 1 of said Sinkins Subdivision;

Thence N 00 deg 05' 30" W, with the westerly line of said Lot 2 and with the easterly line of said Lot 1, a distance of 176.20 feet to the northwesterly corner of said Lot 2, the same being the northeasterly corner of said Lot 1;

Thence N 89 deg 30' 30" E, with the northerly line of said Lot 2, a distance of 15.00 feet to a point;

Thence S 00 deg 05' 30" E, parallel with the westerly line of said Lot 2 and 15.00 feet easterly therefrom, as measured at right angles, a distance of 151.20 feet to a point located 25.00 feet northerly from, as measured at right angles, the northerly right of way line of said Becky Lane;

Thence S 30 deg 31' 16" W, a distance of 29.17 feet to the point of beginning and containing 0.056 acres of land, more or less.

A.S.
Y.N.
R.G.

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

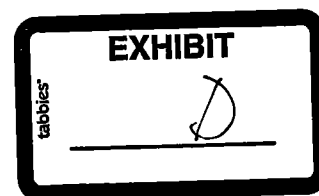
9294865

Permit Name / DBA**Member / Officer Name**[Wait](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 9294865; Name: VM3015 INC; DBA: DBA DOLL HOUSE & PATIO; Address: 1680 KARL COURT COLUMBUS 43229		
YELENA NERSESIAN	16.66	PRESIDENT
RAISA GUNKINA	66.66	CEO
ARMENAK STEPANIAN	16.66	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

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INSTRUCTIONS FOR SERVICE

FILED

and

WAIVER OF NOTIFICATION

2013 FEB -3 PM 1:44

lm
FRANKLIN COUNTY
MUNICIPAL COURT
LORIM TRACK

FRANKLIN COUNTY MUNICIPAL COURT

ENVIRONMENTAL CIVIL DIVISION, THIRD FLOOR

375 SOUTH HIGH STREET, COLUMBUS, OHIO 43215

STATE EX REL COLUMBUS CITY
ATTORNEY ZACH M. KLEIN

vs.

1680 PROPERTIES, LTD., ET AL.

Case No. 2023 EVH 060061

TO THE CLERK OF COURTS:

You are instructed to make bailiff and certified mail service, return receipt requested, to the defendants at the addresses set forth in the caption of this complaint. If service of process by certified mail is returned by the postal authorities with an endorsement of "refused" or "unclaimed" and if the certificate of mailing can be deemed complete not less than five (5) days before any scheduled hearing, the undersigned waives notice of the failure of service by the clerk and requests ordinary mail service in accordance with civil rule 4.6 (c) or (d) and O.R.C. 1923.06.

Sarah C. Pomeroy (0093578)
Assistant City Attorney
City of Columbus 645-8619
ATTORNEY OF RECORD

Date: 2/3/2023

Signature Sarah C. Pomeroy